

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

VIRGINIA B. WHALIN)	
)	
COMPLAINANT)	
)	
VS.)	CASE NO. 93-022
)	
KENTUCKY-AMERICAN WATER COMPANY)	
)	
DEFENDANT)	

O R D E R

On January 20, 1993, Virginia B. Whalin filed a complaint against Kentucky-American Water Company ("Kentucky-American") alleging that she had been overbilled for service. The Commission by Order of January 26, 1993 directed Kentucky-American to either satisfy the matters complained of in the complaint or file an answer. On February 4, 1993, Kentucky-American responded to the Order by submitting copies of all information in its files pertaining to the complaint. The information included a letter to Whalin stating that its bills were correct.¹ A hearing was held on the complaint before the Commission on April 27, 1993 at which both parties appeared but only Kentucky-American was represented by counsel.

¹ Although Kentucky-American did not file an answer as directed by the Commission's Order, its manner of response was construed as a denial of the principal allegations made in the complaint.

FINDINGS OF FACT

Kentucky-American owns, controls, and operates facilities used in diverting, pumping, distributing, and furnishing water to the public for compensation, and is a utility subject to the jurisdiction of this Commission. Its principal offices are located in Lexington. Whalin is a customer of Kentucky-American who resides in Lexington.

Kentucky-American bills its customers quarterly based on the volume of water they consume. The volume is measured by individual water meters assigned to each customer. Kentucky-American tests each meter periodically to ensure its accuracy.

In September 1992, Whalin received a water bill for \$191.78. The bill was based upon consumption of 123 hundred cubic feet (ccf) of water consumed during the period of June 4, 1992 through September 4, 1992. Whalin, who lives alone, has lived in her present home since May 28, 1991, and this was the largest bill she had ever received at that residence. Prior to September 1992, Whalin's quarterly consumption ranged from 5 ccf to 13 ccf with an average quarterly consumption of 6.8 ccf. For the quarter immediately following the September 1992 billing, Whalin's recorded consumption was 12 ccf. Because the September bill was several times higher than previous bills at the same location, Whalin filed a complaint with Kentucky-American.

On July 22, 1992, during the billing period in question, the water meter at the Whalin residence was removed from service and replaced with a new water meter. At the time of the meter's

removal, no one was aware of any problem with Whalin's service and the removal of the meter was simply due to its age and length of service. However, in the course of removing the meter, a reading was taken and compared to the most recent reading taken 48 days earlier on June 4, 1992. According to those readings, the consumption for the 48-day period was 118 ccf. In comparison, for the period of July 22, 1992 through September 4, 1992 the consumption measured by the new meter was only 5 ccf. After its removal, the meter was tested by Kentucky-American and found to be recording 100.1 percent of the water passing through it. This is within the accuracy parameters required by this Commission. Later tests conducted by the Commission after the complaint was filed by Whalin confirmed the tests conducted by Kentucky-American. Based on these tests, it is clear that the meter was accurately measuring the volume of water passing through it during the period between June 4, 1992 and July 22, 1992. Therefore, the most likely cause of the excessive consumption attributed to Whalin would be a leak in the water lines to or within the Whalin residence after they leave the meter. The only question is whether such a leak occurred in equipment for which Kentucky-American is responsible or for which Whalin is responsible.

Water is delivered to Kentucky-American's customers through meters installed in copper meter setters which are yoke-like devices set in meter boxes beneath the ground on the customer's premises. One side of the meter setter is connected to a company's service line from the water main and the other side of the meter

setter is connected to a service line to the customer's property. When water service is requested, Kentucky-American connects the two sides with a meter which acts as a conduit between them while measuring the volume of water flowing through it to the customer. Kentucky-American is responsible for installing the water mains, the company service line, the meter box, and the meter setter. The customer is responsible for installing a service line from the meter box to the residence or other structure to be served.

After Whalin complained to Kentucky-American about the size of her bill, she was sent a leak detection kit to test for leaks in her commodes. The kit was placed in one commode for five hours and in another commode for several days and no leakage was detected. In addition, a maintenance man for an apartment complex inspected all of her faucets, both inside and outside of the house, and found no leaks.

Kentucky-American also inspected Whalin's home for leaks. The first inspection was made on September 23, 1992 by an employee of Kentucky-American. He inspected the inside and outside faucets but found no evidence of a leak. A second inspection was made by Kentucky-American's business manager. He inspected the plumbing and the commodes and could find no evidence of a leak.

No further action was taken until December 23, 1992. On that day, Whalin discovered that a faucet on a bathtub in her guest bathroom was dripping and she called a plumber to get it fixed. The plumber arrived the next day and advised Whalin that the faucet needed a washer. To install the washer, the plumber had to turn

the water off. This was done at the meter. In the course of turning the water off, however, the plumber discovered water in the meter box. Kentucky-American was immediately informed and a crew was dispatched to correct the problem. The Kentucky-American crew repaired the leak by replacing a small section of galvanized pipe connecting the customer side of the meter setter to a copper line leading to the Whalin residence. After making the repairs, the Kentucky-American crew told Whalin that the leak was not in the copper line.

The water main, the company service line from the main, the meter setter, and the meter box that now serve Whalin's residence were installed by Kentucky-American in 1961. Whalin's residence was built in 1969 at which time the owner of the property ran a galvanized pipe from the house to inside the meter box where it was connected to the customer side of the meter setter. In December 1981, a leak developed at the point of connection between the galvanized pipe and the meter setter. The leak was the result of corrosion in the galvanized pipe. Because it was within the meter box, Kentucky-American assumed the responsibility for repairing it.

To repair the 1981 leak, Kentucky-American removed the customer side of the meter setter and a small section of the galvanized pipe. They were replaced by a new meter setter and a small section of copper pipe. The new parts were then connected to the galvanized pipe with a coupling.

Between 1981 and 1991, when Whalin purchased the property, the galvanized service line to the house was replaced with a copper

line by the owner of the property at that time. The plumber installing the new line was prevented by the sidewalk in front of the house from reaching the meter box and could not replace the entire line. As a result, a small section of the galvanized pipe remained, part of which was inside the meter box and part of which extended outside to the new copper line. The galvanized section was finally removed when Kentucky-American repaired the leak discovered in December 1992.

CONCLUSIONS OF LAW

Both parties agree that the meter used to measure the volume of water delivered to Whalin was operating properly and accurately measured the water for which she was charged on September 4, 1992. Both parties also agree that the excessive consumption included in the bill was, most likely, the result of a leak after the water passed through the meter. Although the leak was never discovered, the tests conducted by Whalin and the inspections by the maintenance man and by the representatives of Kentucky-American rule out any leak in the house. Therefore, the only places remaining where a leak could have occurred is in the meter box or the copper service line from the meter box. If the leak occurred in the meter box, it is the responsibility of Kentucky-American and Whalin's bill should be adjusted. If it occurred outside the meter box, it is Whalin's responsibility and no adjustment is permissible. The evidence favors Whalin in this regard.

The excessive consumption was not discovered until after the meter was removed from the meter box and replaced by a new meter.

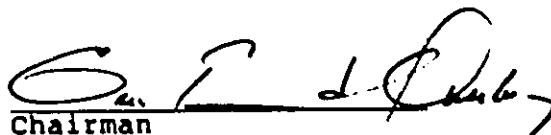
In comparing the last reading on the old meter with the previous reading on that meter, it was apparent that a larger volume of water than normal had been consumed. That large usage completely stopped and consumption returned to normal levels after the new meter was installed. Consumption remained at normal levels until December 1992 when a leak was actually discovered. Although the exact location of the leak was never disclosed, from the evidence, it appears that leak was somewhere between the customer side of the meter box and the copper line to the Whalin residence. Because there was no leak in the copper line itself, it would indicate that the line was sound, and was probably sound earlier that year when the excessive consumption was discovered. Therefore, the earlier leak most likely occurred in equipment for which Kentucky-American is responsible and the September 1992 bill should be adjusted based upon Whalin's normal consumption.

This Commission being otherwise sufficiently advised,

IT IS ORDERED that Kentucky-American shall adjust Whalin's bill for the period of June 4, 1992 through September 4, 1992 based upon her average quarterly consumption during her period of residence at her current address.

Done at Frankfort, Kentucky, this 2nd day of July, 1993.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director